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DORIS OLIVARES, CATHERINE HEPSLEY,

and NANCY RHEESTON

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

**SAN FRANCISCO DIVISION**

DORIS OLIVARES, CATHERINE  
HEPSLEY, and NANCY RHEESTON, on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

-vs-

BATH & BODY WORKS, LLC, and DOES  
1 THROUGH 60, inclusive.

Defendants.

Case No. 3:11-CV-02610-JCS

**~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND FINAL JUDGMENT**

CLASS ACTION

**FINAL APPROVAL ORDER**

On April 20, 2011, Representative Plaintiff Doris Olivares, individually and on behalf of a purported class of similarly situated individuals, filed a Class Action Complaint naming Defendant Bath & Body Works, LLC, in the Superior Court of the State of California, County of San Mateo. On June 1, 2011, Defendant removed the case to the United States District Court for the Northern District of California. On September 19, 2011, Plaintiff filed a First Amended Complaint adding Catherine Hepsley and Nancy Rheeston as Representative Plaintiffs. That action is known as Doris Olivares, et al. v. Bath & Body Works, LLC, Case No. 3:11-cv-02610-JCS. The Class Action Complaint asserts claims against Defendant under: (a) §201 *et seq.* of the Fair Labor Standards Act, California IWC Wage Order 7-2001, and §§ 510 and 1198 of the California Labor Code for an alleged failure to pay overtime; (b) §§ 201- 203 of the California Labor Code for an alleged failure to pay wages in a timely manner upon termination; (c) § 226 of the California Labor Code for an alleged failure to provide accurate itemized wage statements; (d) §§ 17200 *et seq.* of the California Bus. and Prof. Code for alleged unlawful and unfair business practices; (e) the Labor Code Private Attorney's General Act of 2004, pursuant to California Labor Code sections 2698, *et seq.*; and (f) Article XV, §1 of the California Constitution. Defendant denied all of Plaintiffs' allegations and denied liability on all claims.

On May 8, 2012, the Parties participated in a mediation in California before the Honorable Edward Panelli (Ret.), a former justice of the Supreme Court of the State of California and an experienced mediator with the national organization JAMS. At the conclusion of the mediation, the Parties reached a settlement subject to Court approval as represented in the Stipulation of Class Action Settlement and Release (the "Stipulation") that was filed previously with this Court.

On March 1, 2013, this Court conducted a Final Settlement Fairness Hearing pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and this Court's previous Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order") entered herein on October 29, 2012. Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, with no objection having been made by any member of the Settlement Class to the proposed settlement, and the Court having

1 considered all papers filed and proceedings had herein and otherwise being fully informed in the  
2 matter, and good cause appearing therefore:

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

4 1. For the reasons set forth in the Preliminary Approval Order and in the transcript of  
5 the proceedings of the Preliminary Approval hearing, which are adopted and incorporated herein  
6 by reference, this Court finds that the applicable requirements of Rule 23(e) of the Federal Rules of  
7 Civil Procedure have been satisfied with respect to the Class and the proposed Settlement. The  
8 Court hereby makes final its earlier provisional certification of the Class, as set forth in the  
9 Preliminary Approval Order.

10 2. This Final Approval Order hereby adopts and incorporates by reference the terms  
11 and conditions of the Parties' Stipulation, together with the definitions of terms used and contained  
12 therein.

13 3. The Court finds that it has jurisdiction over the subject matter of the Class Action  
14 and over all parties to the Class Action, including all members of the Settlement Class.

15 4. The Class Notice given to the Class Members fully and accurately informed the  
16 Class Members of all material elements of the proposed Settlement and of their opportunity to  
17 object to or comment thereon; was the best notice practicable under the circumstances; was valid,  
18 due, and sufficient notice to all Class Members; and complied fully with the Federal Rules of Civil  
19 Procedure, the United States Constitution, due process, and other applicable law. The Class Notice  
20 fairly and adequately described the Settlement and provided Class Members adequate instructions  
21 and a variety of means to obtain additional information. A full opportunity has been afforded to  
22 the Class Members to participate in the Final Settlement Fairness Hearing, and all Class Members  
23 and other persons wishing to be heard have been heard. Accordingly, the Court determines that all  
24 Class Members who did not timely and properly execute a request for exclusion are bound by this  
25 Order and Judgment.

26 5. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In

1 particular, the Court finds that the Settlement was reached following meaningful discovery and  
2 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
3 adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement  
4 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the  
5 evidence presented, including evidence regarding the strength of the Plaintiffs' case; the risk,  
6 expense, and complexity of the claims presented; the likely duration of further litigation; the  
7 amount offered in Settlement; the extent of investigation and discovery completed; and the  
8 experience and views of Class Counsel. The Court further has considered the objections to the  
9 Settlement by Class Members, if any. Accordingly, the Court hereby approves the Settlement as  
10 set forth in the Stipulation and expressly finds that said Settlement is, in all respects, fair,  
11 reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs  
12 implementation of all remaining terms, conditions, and provisions of the Stipulation.

13 6. The Court hereby makes final its earlier approval of Class Counsel, as set forth in  
14 the Preliminary Approval Order. Attorneys' fees to Class Counsel in the amount of \$429,000.00  
15 and costs of \$17,500.00, as compensation for all attorney time spent on this matter from its  
16 inception, including all work related to this case and all costs, is hereby approved as fair and  
17 reasonable. No other costs or fees relief shall be awarded, either against Defendant or any other of  
18 the Released Parties, as defined in the Stipulation.

19 7. The Court hereby makes final its earlier approval of Representative Plaintiffs Doris  
20 Olivares, Catherine Hepsley, and Nancy Rheeston as Class Representatives, as set forth in the  
21 Preliminary Approval Order. Based on their unique contribution to the class and risk incurred, the  
22 Court finds an enhancement payment of \$7,500.00 for each Representative Plaintiffs is appropriate,  
23 proper, and reasonable and is therefore approved.

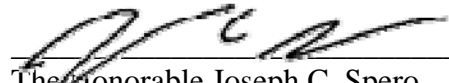
24 8. The Court hereby approves a payment by Defendant of \$5,000.00, pursuant to  
25 California Labor Code section 2698, *et seq.*, the California Private Attorneys General Act  
26 ("PAGA"), with Seventy Five Percent (75%) of which, \$3,750.00, is to be paid to the California  
27 Labor and Workforce Development Agency.



1 from Defendant, except as expressly set forth in the Stipulation, which was previously filed, as part  
2 of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement.

3  
4 **IT IS SO ORDERED.**

5  
6 Dated: March 5, 2013

  
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The Honorable Joseph C. Spero  
Magistrate Judge  
For the United States District Court for the Northern  
District of California